BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mathikere, Bengaluru – 560 054

Telephone:.....

Fax:.....

TENDERS FOR THE WORK OF

Redesign and Upgrading of Existing Musicle fountain Interfaced With Multimedia based Laser And Video Projection on Aqua Screen At J.P Park Ward No 17 Under package - 2019-20 RRN-DIV-(08). Annexure-2 Sl No.754

TENDER REFERENCE	: BBMP/EE/Tnd/RRN/DIV/21-22 Date: 29.06.2021
TENDER DOCUMENTS MAY BE DOWNLOADED FROM THE E-PROCUREMENT PORTAL	: Date: 05.07.2021
PRE BID MEETING WILL BE HELD ON	: 09.07.2021 @ 11.30 A.M AT CE OFFICE
TENDERS MUST BE SUBMITTED ONLINE THROUGH E-PROCUREMENT PORTAL ON OR BEFORE	: 22.07.2021 upto 1.00 P.M
TIME AND DATE OF OPENING OF TECHNICAL BIDS	: 23.07.2021 @ 4.00 P.M
TIME AND DATE OF OPENING OF FINANCIAL BID	: 27.07.2021 @ 4.00 P.M
ADDRESS FOR COMMUNICATION	: Office of the Executive Engineer Rajarajeshwarinagara Division, Mathikere, Bengaluru – 560 054 Mob: 9480685850 Email: ecrrn@gmail.com

CONTRACTOR

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Contents

Section No.	Description
1	INVITATION FOR TENDERS (IFT)
2	INSTRUCTIONS TO TENDERERS (ITT)
3	QUALIFICATION INFORMATION
4	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM
5	CONDITIONS OF CONTRACT (CC)
6	CONTRACT DATA
7	SPECIFICATIONS
8	DRAWINGS
9	BILL OF QUANTITIES
10	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Rajamjeshwari Nagara Division,
BBMP Office, Near Chowdeshwari Bus Stop, Mathikere, Bengaluru - 54.
No.RRND/EE/Tend/03/2021-22, Date: 29.06.2021

INVITATION FOR TENDERS (IFT) - TWO COVER TENDER

Short term Tender Notification
(Only through E-Procurement Portal Only)

1 The Executive Engineer, Rajarajeshwari Nagara Division, BBMP, Bengaluru invites tenders from eligible Contractors registered in Bruhat Bangalore Mahanagara Palike or equivalent registration with CPWD/ KPWD/ Railways/ MES/ National Highway or any State Government Organisations for the construction of work detailed in the table below. The tenderers may submit tenders for work given in the table through e-procurement portal of the Government of Karnataka i.e. https://eproc.karnataka.gov.in. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document – KW 4)**

2 Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **05.07.2021**

3 Tenders must be accompanied by Earnest Money Deposit Declaration form as specified in the Tender Document as per G.O. No: FD 675 Expenditure -12/2020 Dated:22-12-2020

4 Tenders must be submitted online through e-procurement portal on or before **16:00** hours on **22.07.2021** and the opening of tenders will be as per the e-procurement portal guidelines.

5 GST of 12% Shall be paid to the tendered amount separately as per the Govt letter No. FWD6SRDF2017 dt: 11.10.2018.

6 Other details can be seen in the tender documents.

	Package No. / Sl. No	Name of Work	Est. Cost (in Lakhs)	EMD (in Rs.)	Cost of Tender form in Rs.	Period of Completion	Class for eligible contractor
	1	Redesign and Upgrading of existing Musicle Fountain interfaced with multimedia based laser and video projection on Aqua Screen at J.P.Park ward no 17 under PACKAGE-2019-20 RRN-DIV-(05).	1000.00	Relaxed as per G.O. No: FD 675 Expenditure -12/2020 Dated: 22-12-2020	As per E-Procurement Portal	12 Months	Class I & Above

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Note:

1 Last Date for submission of queries: **17.07.2021 upto 4.00 P.M**
2 Pre bid meeting at Chief Engineer office, RDNZ : **19.07.2021 @ 11.00 A.M**
3 Last Date for uploading the Filled Tender Document is **22.07.2021 upto 4.00 P.M**
4 Date of Opening of Technical bid is **23.07.2021 @ 4.00 P.M**
5 Date of Opening of Financial bid is on **27.07.2021 @ 4.00 P.M**

TERMS AND CONDITIONS

1 Any reputed Individual/ Company registered with DBM/ CPWD/KPATI/ Railways/ MES or any State government organizations are eligible to apply.

2 No Joint Venture/ Consortium are permissible.

3 Tenderer should submit their EMD and tender processing fee in the form of e payment through e procurement portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).

4 Bidders/ Contractors can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eprockarnataka.gov.in/.

5 Scope of work: The work involves construction of Roads and Drain, Aphalting, Construction of Buildings & etc.,

6 Essential conditions: The tender shall fulfil the following criteria for getting pre qualified for he works as under

7 Shall have minimum Annual turnover not less than two times the amount put to tender during two of the last five financial years.

8 Shall produce line of credit from any of the nationlized bank for 30% of the amount put to tender.

9 Should have completed similar one single work costing 50% of the amount put to tender.

10 Should not incurred any loss in more than a year during the last 3 years ending 31st March 2020.

11 Possessing (ownership) requisite plant and machinery for completing the work. Document showing the ownership like performed invoice & delivery notes needs to be furnished along with tender.

12 The successful biddr should pay 1% towards building and other construction workers welfare cess under Central Government Notification, Dt: 26-09-2006 for the tender amount which wil be deducted in work bills.

13 The bid documents consists of Pre-qualification containing conditions of Contract and technical specifications and Bill of quantities.

14 Based on an assessment of the information furnished in the cover-1 viz, Pre qualification Documents those who prima facie satisfy the eligibility criteria will be qualified and cover-2 containing the financial bids shall be considered for opening and evolution.

15 The Tender is a Two Cover Tenders Systems consisting of:

16 Technical Bid: The Technical bid should contain EMD, details of technical, financial and managerial capabilities to Execute of the work as per the requirements.

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17 Financial Bid: The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

18 Tender Documents may be downloaded from Government of Karnataka e-procurement website https://eproc.karnataka.gov.in under login for contractors. Aspiring Bidders/ Contractors who have not registered in e-procurement website https://eproc.karnataka.gov.in may register before participating through the website.

19 For details, registration and e-payment may CKK e-procurement website https://eproc.karnataka.gov.in or contact e-procurement helpdesk at 080-22271981, 080-22340585, 080-22342244

20 The Successful tenderer will have to execute an Agreement with BBMP within seven days of receipt of intimation, failing which his tender will be rejected.

21 The tender will remain valid for 90 days from the Date of opening of Tender.

22 The work should be commenced with all earnestness within seven days from the date of work order failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.

23 Conditions & Special Conditions of KW-1, KW-2 KW-3 and KW-4 Standard bid documents applicable for all works respectively.

24 The Bruhat Bangalore Mahanagara Palike reserves the right to accept/ reject any or the entire tenders without assigning any reasons.

25 Any other details regarding the works & other information's can be obtained from the above office during office hours.

26 Corrigendum/ Modifications/ corrections, if any, will be published on the website only. For any clarification on e-procurement on BP HELPDESK 080-22201816/ 25801227.

27 The amount quoted by the Successful tenderer is less than the tender amount and such tenderer shall remit the difference amount will be returned only after satisfactory completion of the work and failure to comply the said conditions the tender will be rejected and EMD forfeited.

Sd/-
Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

Copy to:
1 Copy Submitted to the Worshipful Mayor for kind information.
2 Copy Submitted to the Worshipful Deputy Mayor for kind information.
3 Copy submitted to the Commissioner for kind information
4 Copy submitted to the Spl. Commissioner (Project/ Finance) for kind information.
5 Copy to the Engineer-in-Chief, BBMP, for kind information.
6 Copy submitted to the Joint commissioner R.R.Nagara for kind information.
7 Copy to the Chief Engineer (R.R.Nagara/ Road Infra) for kind information.

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8 Copy to the Deputy Secretary to government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.

9 Copy to the Deputy Commissioner and Tender bulletin officer Bangalore Urban District Bangalore for kind information and to publish in district tender bulletin.

10 Copy to the information officer, BBMP for kind information and to publish in website along with soft copy.

11 Copy to the Public relation officer, BBMP for kind information and to publish in leading 2 News papers.

12 Copy to the ACF (R.R.Nagara) BBMP for kind information.

13 Copy to AS (Project) for necessary action.

14 Notice Board.

15 Office copy.

Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

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2. **Compliance with labour regulations :**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operations. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notifications that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The Procedure for Arbitration shall be as follows

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed as Annexure A).

b. Arbitration Proceedings shall be held at Bangalore, Karnataka, India

c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.

d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

e. GST Shall be Paid to the Tendered Amount Separately

f. Drilling of Borewells Should produce from Karnataka Ground Water authority Form 7A.

5. The Tender Documents uploaded in the e – Procurement Website by the Employer, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

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6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

9. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

10. **Drawings to be kept at Site**
The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

11. **Inspection of Works**
In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notice of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

12. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

13. **Night Work**
For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorised Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall

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EXECUTIVE ENGINEER (RRN Div)

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not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

14. **Existing Services**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

15. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such Notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

16. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

17. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

18. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

19. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case

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of Power Failure, etc, or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

22. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

23. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price exclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

24. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorised Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

25. The Contractor will take all Necessary Measures for the Safety of Traffic and Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at the Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Spot of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

26. **Safety of Workers**

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EXECUTIVE ENGINEER (IRN Div)

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In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangements and provide Necessary Facilities as aforesaid, he shall be liable to pay Rs. (Rupee per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS: 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 – 1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

27. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

28. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

29. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

30. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

31. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

32. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Retaining any Certificates made either before or after the Completion and Acceptance

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of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

33. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.

34. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

35. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

36. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out as that not to interfere unnecessarily or improperly with the following:

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

37. **Avoidance of Damage to Roads**

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

38. **Transport of Contractor's Equipment or Temporary Works**

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claims arising solely out of such Damage.

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b. If it is found necessary for the Contractor to move one or more Loads of Heavy Constructional Plant and Equipment, Materials or Parts of Units of Work over Roads, Highways, Bridges on which such Oversized and Overweight Items are not normally allowed to be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads, Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

39. **Personal Protective Equipment**

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves.
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorised Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen on Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Logos. Workers employed on mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and wearied at sufficiently safe intervals.

40. **First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilised Dressings, Bandages, Sterilised Cotton Wool, Eye Irrigation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for the Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

41. **Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.

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- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt, or so, the burning site shall be specified and located at a distance no less than 50m from any Excavation, Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

d. **Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment:

- Dry Powder Extinguisher
- Water Type Extinguisher
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc) shall be displayed near each telephone on Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

e. **Storage of Flammable Liquid**

All Flammable Liquids shall be kept in a Secure Fire Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking. Only such amounts of Flammable Liquids shall be issued as are required for immediate use.

Cans for carrying Flammable Liquids shall be leak proof and properly stoppered and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bunded around in order to control any S. Caps or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

41. **Defect Liability Period**

The Defect Liability Period for which the Various Items of Works executed to be maintained shall be as follows:

a. If the Asphalted layer is less than or equal to 40 mm thick, the Defect Liability Period is for 1 year and maintenance period is for 2 years.
b. If the Asphalted layer is more than 40 mm thick, then the Defect Liability Period is for 3 year and 5% maintenance period.
c. All the Civil Works executed other than the Asphalted Surface shall be maintained for a Defect Liability Period of 12 months.

Further, the Defect Liability Period will run 6 months from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.

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45 **Release of Performance Security**

50% of Performance Security shall be released only after satisfactory completion of Defect Liability Period and the balance 50% shall be released only after satisfactory completion of maintenance period.

46 **Site Office**

The Contractor shall provide and maintain Furnished Site Office at the Project Location for the Supervisory Staff of the Employer and his approved Representative.

It shall have minimum 40 Sqm of Floor Area and shall include all Items like Electric Supply, Electrical Items, Telephones, Lights, Fans and Complete Wiring, Drinking Water Supply and Hygienic Toilet Facilities completed along with Furniture as per the Specification.

47 **Field Laboratory**

The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works. It shall have a minimum of 60 Sqm Area. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc. The Laboratory will have all Services, Furniture, Equipments, etc. as per the Specification given in

48 The Right to carry out the Work rather in Conformity with or in a Manner entirely different from the Terms of the Tender Document that may be considered more suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

49 **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any noted out, the Contractor shall thereupon take such Action that may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipments or otherwise as directed by the Employer and nothing shall be paid extra.

50 In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document.

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Annexure-A

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India)
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works

Any other Organization considered suitable

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SECTION 6 CONTRACT DATA

Items marked "N/A" do not apply to this Contract.

The following documents are also part of the Contract	Clause Reference
• The Schedule of Operating and Maintenance Manuals	[19]
• The Methodology and Program of Construction	[17]
• Site Investigation Reports	[11]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction	[19]

The Employer is :

Name: The commissioner Address: MS Square Bangalore	[1.1]

Name of authorized Representative (Officer of the Executive Engineer)
B.E.Masters Degrees
Mandatory must Obtain deviation Part of self
Engineer Bangalore Mahanagara Palike
Bangalore. 560001

The name and identification number of the Contract is

Redesign and Upgrading of existing Musical Fountain interfaced with multimedia based laser and video projection on Aqua Screen at J.P.Park ward no 17 under PACKAGE-2019-20 BBN-DIV-(08).

The Works consist of Redesign and Upgrading of existing Musical Fountain interfaced with multimedia based laser and video projection on Aqua Screen at J.P.Park ward no 17 under Pkd No.(Cd)-2019-20 BBN-DIV-(08).

1.1 The Start Date shall be the Date of Issue of Notice to Proceed with the Work.

1.1 The Project Site Location is given in Topographical Map.

The intended completion date for the whole of the works is 06 months with the following milestone

Milestone Dates
Physical works to be completed period from the date of issue of Notice to proceed with the work

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Milestone 1 i.e 30% of Physical progress and Rs 276.6 Lakhs Financial progress within 8 months from the date of work order

Milestone 2 i.e 60% of Physical progress and Rs 552.3 Lakhs Financial progress within 10 months from the date of work order

Milestone 3 i.e 100% of Physical progress and Rs 917.00 Lakhs financial progress within 12 months from the date of work order

13.Insurance Requirements are as under.

Sl No	Type of Cover	Minimum cover for Insurance for 12 months
(i)	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full Replacement Cost
(iii)	Loss or damage to property of Third Party	Full Replacement Cost
(iv)	Personal Injury or Death Insurance (a) for Third Party (b) for Contractor's Employees or Labour	Rs. 20.00 Lakh to cover 4 Persons at Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

25. The Methodology and Program of Construction: within 10 Days from the Date of Entering into Agreement.

25. The Schedule of Key and Critical Equipment to be deployed on the Work as per Agreed Program of Construction: 10 Days from the Date of Entering into Agreement.

17, 26 The Liquidated Damages for the works (including assessed) is as follows

Milestone 1 i.e Rs.200/- per day
Milestone 2 i.e Rs.200/- per day
Milestone 3 i.e Rs. 800/- per day

41. The Liquidated Damages for the whole of the Works is Rupees 500 per day.

41.The Maximum amount of Liquidated Damages for the whole of the Works 10% of Final Contract Price.

60.2 The following Events shall also be fundamental breach of the contract:
1. The Contractor has contravened Clause 8 of CC.

68.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be 20%.

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SECTION 5: SPECIFICATIONS

For Specifications, all the Relevant Sections of BIS and Indian Standards

SECTION 6: DRAWINGS

Drawings are attached

SECTION 7: BILL OF QUANTITIES

Bill of Quantities is given in Volume II

Note

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Financial Bid (Refer ITT Clause 11.2 and CC Clause 37.2).
2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern (Refer ITT Clause 21.1(a))
4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern (Refer ITT Clause 21.1 (b))

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SECTION 10.____FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Executive Engineer
Rajarajeshwarinagara Division
Brihat Bangalore Mahanagara Palike
Bangalore 560064

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No ____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs _____ [Amount of Guarantee]* Rupees _____ _____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of Expiry of the Defect Liability Period of 36 months plus Claim Period of 6 months.

Signature and Seal of the Guarantor
Name of Bank
Address
Date

* An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

[1] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 9: BILL OF QUANTITIES

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BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:

Redesign and Upgrading of Exhting Musicle fountain Interfaced With Multimedia based laser And Video Projection on Aqua Screen At J.P Park Ward No 17 Under package -2019-20 BRN-DIV-(08). Annexure-2 Sl No.754

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